

TOWN OF ARLINGTON

REQUEST FOR PROPOSALS (RFP) Data Verification Program RFP #23-62

The Town of Arlington (hereinafter the “Town”), acting through its Board of Assessors and pursuant to the rules set forth in M.G.L. c. 30B, as enacted by Chapter 687 of the Acts of 1989, and amendments thereto, is seeking proposals from qualified individuals and firms for a **“Data Verification Program for all Residential, Commercial, Industrial, and Exempt Real Estate and all Personal Property within the Town of Arlington”**. The successful individual or firm must complete the work in a timely fashion in order for the Town to meet **Fiscal Year 2025 Certification Deadline**. Vendor must have experience with Patriot Properties’ appraisal software.

Proposals will be received at the Town Manager’s Office/Purchasing Department, Town Hall Annex – 2nd Floor, 730 Massachusetts Avenue, Arlington, MA 02476 **no later than 2:00 P.M., Thursday, January 11, 2024**. Proposals delivered after the appointed time and date will not be considered. Questions about the RFP may be submitted by **January 4, 2024**.

Five (5) hard copies of the proposal, and one PDF copy on a thumb drive, shall be submitted in a sealed envelope marked **“RFP #23-62 Data Verification Program – NON PRICE PROPOSAL.”** One (1) copy of the price proposal shall be submitted in a sealed envelope marked **“RFP #23-62 Data Verification Program – PRICE PROPOSAL”**. Both sealed envelopes must also be marked with the name, address, and telephone number of the individual or firm submitting the proposal and the date of the opening of proposals.

The RFP outlining the requirements for submission is available for download from the Town’s website www.arlingtonma.gov/purchasing. For further information contact Mary Ellen De Natale, Purchasing Agent, at 781-316-3003 or mdenatale@town.arlington.ma.us.

All proposals meeting bid requirements and conditions may be held by the Town of Arlington for a period not to exceed thirty (30) days from the date of opening the proposals. The Assessors will review the proposals for the purpose of investigating the proposers’ qualifications and experience on similar projects prior to the awarding of the contract.

The Town shall award the contract to the responsible and responsive offeror submitting the most advantageous proposal, taking into consideration the proposals’ relative merits and prices.

The Town reserves the right to cancel any request for proposals, or to reject in whole or in part any and all proposals, when it is deemed in the best interest of the Town of Arlington so to do.

TOWN OF ARLINGTON
James Feeney, Town Manager

December 7, 2023

TOWN OF ARLINGTON

REQUEST FOR PROPOSALS (RFP) Data Verification Program RFP #23-62

Responses Due: **January 11, 2024, at 2:00 p.m.**
Late Responses Will Be Rejected

Deliver Complete Responses To: Town Manager
Town Manager's Office/Purchasing Department
Town Hall Annex 2nd floor
730 Massachusetts Avenue
Arlington, MA 02476

For Further Information Contact: Mary Ellen De Natale, Purchasing Agent
781 316-3003
Email: mdenatale@town.arlington.ma.us

I. SCOPE OF SERVICES

The work of the project consists of the "DATA VERIFICATION OF ALL RESIDENTIAL, COMMERCIAL, INDUSTRIAL, AND EXEMPT PROPERTIES AND ALL PERSONAL PROPERTY IN THE TOWN OF ARLINGTON, MASSACHUSETTS".

The project shall include the verification of the measurements and listing of a percentage, agreed upon annually, up to 20% of all improved taxable Real Property per year for 5 years. The percentage each year should result in full inspection of Town property specified by the Massachusetts Department of Revenue requirements. The breakdown of each as of **January 1, 2022**, is as follows:

REAL PROPERTY

LAND TYPE	PARCEL COUNT
101	8,088
102	4,039
Misc 103, 109	10
104	2,055
105	176
111-125	156
300-393	370
400-452	21
Chapter Land	3
012-043	78
Total Parcel Count	14,916
Personal Property Count	299

II. DELIVERABLES

A. Data Verification of Residential Property

1. The exterior measurements of each house and appurtenant structures shall be carefully checked with a new digital picture taken and entered into CAMA system.
2. Any new additions, alterations, or measurement corrections must be noted on the existing “property record cards”.
3. The Contractor shall be responsible for and correct the following on the existing property record cards:
 - Building type
 - Story height
 - Exterior wall cover
 - Quality of construction
 - Approximate age
 - Foundation type
 - Basement area, floor and % finished
 - Roof structure
 - Roof covering
 - Flooring
 - Interior wall
 - Heating type, fuel, central air conditioning or vacuum
 - Number and quality of bathrooms
 - Number of rooms and bedrooms
 - Fireplaces

The Contractor shall ask the property owner to sign the property record card as evidence of interior inspection. Unoccupied buildings, refusals by an owner to allow access, structures that are unsafe, inhabitants that appear dangerous or threatening, no response to any notifications sent or left, or any other reason which the assessing officials agree make the property inaccessible will be included in the inspection rate.

B. Data Verification of the Commercial, Industrial, Apartment and Mixed-Use Properties

1. The Contractor must verify the exterior measurements of the improvements.
2. The Contractor must request to inspect the interiors of the properties.
3. The Contractor must verify the exterior information for each building.
4. The Contractor must verify the interior construction and use of the interior of each building.
5. The interior use and sub-area detail of each building must be updated and accurate to the satisfaction of the Director of Assessments. This information will be used in applying the income approach to all applicable properties.

C. Data Format

1. The Contractor shall produce a property record card on the in-house appraisal system in the Assessor's Office for each specified property. The record cards and all reports generated must contain all relevant data and adjustments that will be used in deriving value for the next FIVE YEAR certification.
2. The Contractor shall produce a computerized spreadsheet of all improved commercial and industrial properties showing, at minimum, Property Use with sub area detail, Economic Rent, Vacancy and Bad Debt Percent, Operating Expenses, and Cap Rate on the in-house appraisal system for the next certification. Therefore, the information collected on the Commercial, Industrial, Apartment, and Mixed-Use properties must be sufficient for this purpose.

D. Project Timetable

1. The Contractor will be required to submit to the Director of Assessments a "Project Timetable" that is satisfactory to the Director of Assessments and sufficient for the implementation of the next FIVE YEAR certification. The project shall be deemed completed upon review, acceptance, and approval by the Arlington Board of Assessors

The Contractor's Project Director shall organize and distribute the daily workload to the data collectors. The data collected by the staff must be accurate and consistent with the data collection manual and procedures established by the Project Director and the Chief Assessor.

III. GENERAL CONDITIONS OF THE CONTRACT

A. Force Majeure

Neither party shall be liable to the other or deemed to be in breach under the agreement for any failure to perform including, without limitation, a delay in rendering performance due to causes beyond its reasonable control, such as an order, injunction, judgment, or determination of any Court of the United States, or the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortages or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance will be extended automatically to the extent of such delays provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. It is agreed, however, that since the performance dates of this contract are important to the implementation of the entire revaluation program, continued failure to perform for periods aggregating sixty (60) or more days even for causes beyond the control of the Contractor, shall be deemed to render performance impossible, and the Town shall thereafter have the right to terminate the agreement in accordance with the provisions of the section entitled, "Termination of the Contract."

B. Termination of the Contract

Subject to the provisions of the section entitled "Force Majeure", if the Contractor shall fail to fulfill in a timely and satisfactory manner its obligations under the agreement, or if the Contractor

violates any covenants, conditions, or stipulations of the agreement, which failure or violation shall continue for twenty-one (21) business days after written notice of such failure or violation is received by the Contractor, then the Town shall thereupon have the right to terminate the agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

C. Assignment of Contract

The Contractor shall not assign or in any way transfer any interest in the agreement without the prior written consent of the Town, provided however, that claims for money due or to become due to the Contractor from the Town hereunder may be assigned to a bank, trust company, or other financial institution without such consent, so long as notice of any such assignment is furnished promptly to the Town. Any such assignment shall be expressly made subject to all defenses, set offs, or counterclaims which would have been available to the Town against the Contractor in the absence of such assignment.

D. Evaluation of Work

To assure compliance with this agreement, the Town shall have the right to enter the Contractor's premises during normal business hours to inspect, monitor, or otherwise evaluate the work performed or being performed therein.

E. Ownership of Information

All information acquired by the Contractor from the Town or from others at the expense of the Town in performance of the agreement shall be and remain the property of the Town. All records, data files, computer records, worksheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the Contractor for delivery to the Town shall be and remain the property of the Town.

The Contractor agrees that he will use this information only as required in the performance of the agreement and will not, before or after the completion of the agreement, otherwise use said information, nor copy, nor reproduce the same in any form, except pursuant to the sole written instructions of the Town. The Contractor further agrees to return said information in whatever form it is maintained by the Contractor.

F. Insurance Requirements

The Contractor shall maintain all insurance required by law for its employees, including disability, workers' compensation and unemployment, and commercial liability insurance at least as hereinafter set forth so as to protect it and the Town from any and all claims for personal injury and property damage from the entire duration of the project:

1. A commercial general liability insurance policy with the following limits of coverage: Bodily injury and property damage, One Million Dollars (\$1,000,000) each occurrence, One Million Dollars (\$1,000,000) each individual claim per occurrence, Two Million Dollars (\$2,000,000) aggregate of all claims per occurrence.

2. A comprehensive automobile insurance policy with a combined single limit of One Million Dollars (\$1,000,000).
3. Workers' Compensation Insurance as required by the then current laws of the Commonwealth of Massachusetts and Employer's Liability Insurance with limits of One Million Dollars (\$1,000,000) / One Million Dollars (\$1,000,000) / One Million Dollars (\$1,000,000).
4. All of the insurance must be issued by an insurer licensed, authorized and maintaining an office to do business in Massachusetts.

IV. MINIMUM QUALITY REQUIREMENTS

- A. As of **January 1, 2024**, the proposer shall have successfully completed a minimum of five (5) revaluation or data collection projects within the Commonwealth during the prior five (5) years, each of which included 10,000 or more real properties.
- B. The proposer shall have completed a minimum of three (3) revaluation or data collection projects in the past five (5) years on Patriot Properties' AssessPro system.
- C. The Project Director and the back-up Project Director must each have a minimum of five (5) years of experience in the valuation of all types of property in the Commonwealth of Massachusetts. They must show evidence of experience and familiarity with Patriot Properties' AssessPro appraisal system.

In order that the Town may fairly evaluate the above criteria, proposers must submit lists, dates, descriptions of applicable projects, and names of relevant contacts to substantiate any information provided in conjunction with the above requirements.

Any proposal that fails to demonstrate that the proposer meets these minimum quality requirements will be rejected as non-responsive.

V. COMPARATIVE EVALUATION CRITERIA

The Town will award the contract to the proposer offering the most advantageous response to this RFP, taking into consideration all evaluation criteria and the price proposal. The selection process will include an evaluation procedure based on the criteria identified below.

- A. Past performance on similar projects.

Advantageous: All of the proposer's references indicate that the projects were completed within budget and on schedule or with minimal, insignificant delays.

Not Advantageous: One of the proposer's references indicates that the project was not completed within budget attributable to the proposer and no current project or project completed in the last three years experienced substantial delays attributable to the proposer.

Unacceptable: More than one of the proposer's references indicate that the project was not completed within budget attributable to the proposer or was completed with substantial delays attributable to the proposer.

- B. Professional qualifications of the individuals working on the project.

Highly Advantageous: The Project Director and the back-up Project Director each have at least fifteen (15) years of experience with Patriot Properties' AssessPro appraisal system.

Advantageous: The Project Director and the back-up Project Director each have at least ten (10) years of experience with Patriot Properties' AssessPro appraisal system.

Not Advantageous: The Project Director and the back-up Project Director each have at least five (5) years of experience with Patriot Properties' AssessPro appraisal system.

- C. Proposer's directly relevant experience with other projects of similar type, size and scope.

Highly Advantageous: The proposer can demonstrate experience with ten (10) or more projects of similar type, size and scope.

Advantageous: The proposer can demonstrate experience with seven (7) or more projects of similar type, size and scope.

Not Advantageous: The proposer can demonstrate experience with five (5) or more projects of similar type, size and scope.

- D. Proposer's experience with Patriot Properties' AssessPro appraisal system.

Highly Advantageous: The proposer can demonstrate experience with the Patriot Properties' AssessPro appraisal system on at least ten (10) projects.

Advantageous: The proposer can demonstrate experience with the Patriot Properties' AssessPro appraisal system on at least six (6) projects.

Not Advantageous: The proposer can demonstrate experience with the Patriot Properties' AssessPro appraisal system on at least three (3) projects.

VI. SUBMITTAL REQUIREMENTS

Proposers shall submit **separate price and non-price** (or technical) **proposals**. The **price proposal** must be signed, placed in an envelope, and sealed. The **non-price proposal** must, at the very least, address and comply with all minimum requirements set forth in this Request for Proposals in order to be considered responsive. Five (5) hard copies of the non-price proposal shall be signed, placed in a single envelope separate from the price proposal, and sealed. A thumb drive containing a PDF of the non-price proposal shall be enclosed in the same sealed envelope.

Both of the envelopes containing the **price** and the **non-price proposals** must be marked with the proposer's name, address, and telephone number, the date of opening, and either "**Data Verification Program – Price Proposal**" or "**Data Verification Program – Non Price Proposal**".

An offeror may correct, modify, or withdraw a proposal by sealed, written notice clearly marked as a correction, modification, or withdrawal, and received in the Town Manager's Office/Purchasing Department prior to the time and date set for the opening of proposals.

Each proposer must submit the following as part of the non-price proposal:

- A. A letter of transmittal signed by the individual authorized to negotiate for the proposer and a statement that the proposal will remain in effect for at least thirty (30) days from the submission of proposals.
- B. A Certificate of Non-Collusion on the form provided herein.
- C. A list of the Data Collection and/or Revaluation contracts to which the proposer is currently committed, as well as a 5-year client list with the names and telephone numbers of the individuals to be contacted as a reference.
- D. The names and qualifications of the proposer's Project Director and the back-up Project Director.
- D. A list of projects the proposer previously worked on that required the use of Patriot Properties' AssessPro appraisal system.
- E. Samples of spreadsheets created by the proposer for previous projects utilizing Patriot Properties' AssessPro appraisal system.
- F. Any additional information that may be required to demonstrate that the proposer meets the Minimum Quality Requirements.
- G. Any additional information that may be required in order to adequately demonstrate the proposer's experience and qualifications as outlined in the Comparative Evaluation Criteria section.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

(Signature of individual submitting bid or proposal)

(Name of individual submitting bid or proposal)

Name of Business

Date

NON COLLUSION FORM MUST BE SIGNED AND SUBMITTED WITH BID.

STATEMENT OF STATE TAX COMPLIANCE

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I have complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or
Federal Identification Number

Signature of Individual or Responsible
Corporate Officer and Title